

CLOSING

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

**CHAMBERS OF
MADELINE COX ARLEO
UNITED STATES DISTRICT JUDGE**

**MARTIN LUTHER KING
COURTHOUSE
50 WALNUT ST. ROOM 2060
NEWARK, NJ 07101
917-297-4903**

June 15, 2017

VIA ECF

AND VIA MAIL:

Bradford C. Ivey
146 Grove St, Apt. 105
East Orange, NJ 07017
Pro Se

LETTER ORDER

Re: Bradford Ivey v. Stop and Shop Supermarket Co., LLC, Civil Action No. 16-8717

Dear Litigants:

The Court is in receipt of Plaintiff Bradford Ivey's ("Plaintiff") letter dated March 13, 2017, Dkt. No. 15, in response to the Court's Order dated March 3, 2017, Dkt. No. 14, directing Plaintiff to explain "why his Complaint is not time-barred." Plaintiff has failed to do so.

Plaintiff's letter simply reiterates that the basis for his claims is Defendant Stop and Shop Supermarket Co.'s ("Defendant") breach of a collective bargaining agreement when it terminated Plaintiff's position. Plaintiff has previously stated that such a breach is a violation of the Labor Management Relations Act ("LMRA"). See Ivey Letter Dated January 17, 2017, Dkt. No. 12. As Defendant correctly contends in their letter dated February 7, 2017, Dkt. No. 13, any LMRA claim against a union and an employer for a violation of a collective bargaining agreement must be raised within six months from the date of the alleged unfair labor practice. See Myers v. AK Steel Corp., 156 Fed. App'x 528, 531 (3d Cir. 2005) ("A hybrid suit such as this must be brought within the six-month statute of limitations."). Ivey's termination was upheld by an arbitrator's Opinion and Award dated June 15, 2015. See Compl., Ex. 1, Dkt. No. 1-1. However, Ivey did not file suit until November 22, 2016, exceeding the limitations period. See Dkt. No. 1.

Despite being provided with ample opportunity to explain why his claim is timely, Plaintiff has not done so. Accordingly, his claim is time-barred, and is **DISMISSED with prejudice**.

SO ORDERED.

/s Madeline Cox Arleo
MADELINE COX ARLEO
UNITED STATES DISTRICT JUDGE